

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1 of 27
2. Contract No.		3. Solicitation No. W52P1J-06-R-0035		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2006AUG14	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ ARMY SUSTAINMENT COMMAND AMSAS-ACA-I ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390			Code W52P1J	8. Address Offer To (If Other Than Item 7) HQ ASC ACQUISITION CENTER ATTN AMSAS-AC ROCK ISLAND, IL 61299-6500		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** AMSAS-AC BLDG 350 ACQUISITION CTR **until** 02:00pm **(hour) local time** 2006SEP05 **(Date).**

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name PETER BROWN E-mail address: PETER.BROWN@US.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-3621
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ **calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:	Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)			17. Signature
15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer			18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item
24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	
SCD	PAS	ADP PT	
26. Name of Contracting Officer (Type or Print)		27. United States Of America _____ /SIGNED/ (Signature of Contracting Officer)	28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

Regulatory Cite	Title	Date
A-1 52.204-7000 LOCAL	ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA)	JUN/2005

Notice to All Contractors: In a final rule contained in the Federal Acquisition Circular 01- 26 (Item I, FAR Case 2002-24) published in the Federal Register on December 20, 2004, the Federal Acquisition Regulation was amended to require offerors to submit representations and certifications electronically via the Business Partner Network. Offerors shall complete an Online Representations and Certifications Application (ORCA) as soon as possible. This solicitation requires online certifications and representations. Failure to complete the ORCA registration may make the offeror ineligible for award. The ORCA can be found at <http://orca.bpn.gov>.

(End of narrative)

(AS7002)

A-2	52.252-4500 LOCAL	FULL TEXT CLAUSES	APR/2006
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(a) This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.

(b) The entire body of full text regulatory clauses and provisions are no longer included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three asterisks are put in its place (***).

(c) You can view or obtain a copy of all clauses and provisions on the Internet at:
<http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

(d) All full text clauses have a 6 or 7 as the third digit of the clause number (i.e., AS7000).

(End of narrative)

(AS7001)

1. THIS SOLICITATION IS FOR DISPOSAL OF RADIOLOGICAL ACTIVE CONTAMINATED WASTE CONSISTING PRIMARILY OF, BUT NOT LIMITED TO CONTAMINATED COMMODITIES, BUILDING MATERIALS, SOILS, DEBRIS AND LABORATORY TRASH CONTAINING RADIOACTIVE MATERIALS (BOTH LICENSED BY THE NUCLEAR REGULATORY COMMISSION OR AN AGREEMENT STATE AND NON-LICENSED). OFFEROR'S SHOULD NOTE THAT SOME OF THE MIXED WASTE WILL REQUIRE TREATMENT PRIOR TO DISPOSAL

2. IN ORDER TO BE TECHNICALLY ACCEPTABLE FOR THIS SOLICITATION, OFFEROR'S MUST OWN OR OPERATE THE DISPOSAL SITE AND, HOLD THE APPROPRIATE PERMITS, LICENSES, AND COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL RULES, LAWS, AND REGULATIONS.

3. OFFEROR'S THAT ARE UNABLE TO ACCEPT CERTAIN WASTE STREAMS WILL NOT BE REQUIRED TO SUBMIT PRICES FOR THOSE STREAMS IN ORDER TO BE TECHNICALLY ACCEPTABLE.

4. THERE ARE NO REQUIREMENT'S FOR TRANSPORTATION OF THE WASTE STREAMS TO THE DISPOSAL SITE. THE DECISION ON WHETHER THERE WILL BE TRANSPORTATION OF EMPTY CONTAINERS FROM THE DISPOSAL SITE WILL BE DETERMINED BY THE GOVERNMENT FOR INDIVIDUAL TASK ORDERS.

5. OFFEROR'S ARE ADVISED THE VOLUMES AND VARIOUS STREAMS ARE UNKNOWN AT THIS TIME. THEREFORE, PROPOSAL'S SHALL BE SUBMITTED USING A FIRM FIXED RATE PER CUBIC YARD.

6. OFFEROR'S ARE ADVISED THIS REQUEST FOR PROPOSALS INCLUDES INCORPORATION OF THE DAVIS-BACON ACT, FAR 52.222-6. OFFER'S MUST COMPLY WITH THE DAVIS-BACON ACT WHEN SUBMITTING PRICES FOR LABOR CATEGORIES THAT FALL UNDER THIS ACT. VIOLATIONS FOR NON-COMPLIANCE SHALL BE THE RESPONSIBILITY OF THE OFFEROR IN THE EVENT OF ANY AWARD.

7. THE GOVERNMENT INTENDS TO AWARD MULTIPLE INDEFINITE-DELIVERY/INDEFINITE-QUANTITY (IDIQ)CONTRACTS (UP TO FIVE AWARDS) THAT EXPIRE FIVE (5) YEARS AFTER AWARD OF THE INITIAL ORDER. THE IDIQ CONTRACT AND THE INITIAL ORDER SHALL BE AWARDED

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CONCURRENTLY AT SUCH TIME A REQUIREMENT IS AVAILABLE. INITIAL AWARD(S) WILL BE MADE TO THE OFFEROR(S) WHOM HAVE THE MOST ADVANTAGEOUS PROPOSAL (LOW PRICE TECHNICALLY ACCEPTABLE) BASED ON THE GOVERNMENT'S REQUIREMENTS AS THEY ARISE. IN ORDER TO BE CONSIDERED FOR AWARD THE CONTRACTOR MUST VALIDATE THEIR BID RATES FOR A PERIOD OF SIX (6) MONTHS FROM THE CLOSING DATE OF THIS RFP.

8. SELECTION OF DISPOSAL SITE: THE GOVERNMENT, IN MAKING THEIR SELECTION OF THE DISPOSAL SITE FOR A PARTICULAR WASTE STREAM, WILL CONSIDER THE FOLLOWING ITEMS:

a) WASTE ACCEPTANCE CRITERIA (WAC): THE GOVERNMENT WILL MAKE A DETERMINATION BASED ON THE PARTICULAR WASTE STREAM WHICH DISPOSAL SITE(S) CAN ACCEPT WASTE.

b) COMPACT OR OTHER REGULATORY REQUIREMENTS: THE GOVERNMENT, IN THEIR DETERMINATION OF AN ACCEPTABLE DISPOSAL SITE, SHALL CONSIDER COMPACT LAW, NRC REGULATIONS AND ANY OTHER APPLICABLE LAWS, STATUTES OR REGULATIONS TO DETERMINE TECHNICAL ACCEPTABILITY.

c) TOTAL COST: THE GOVERNMENT SHALL MAKE THEIR DETERMINATION OF THE DISPOSAL SITE BASED ON THE TOTAL LOWEST OVERALL COST FOR DISPOSAL AT ACCEPTABLE DISPOSAL SITES. IN ORDER TO DETERMINE THE LOWEST OVERALL COST OF DISPOSAL THE FOLLOWING ITEMS WILL BE CONSIDERED:

- i) COST FOR DISPOSAL BASED ON THE VOLUME OR WEIGHT AND THE DISPOSAL SITE COST ON CONTRACT.
- ii) THE ESTIMATED TRANSPORTATION COST TO INCLUDE ANY SPECIFIC REQUIREMENTS OR CONDITIONS FOR A PARTICULAR WASTE SITE SUCH AS REQUIRED PACKAGING OR ESTIMATED DEMURRAGE TIMES.
- iii) THE ESTIMATED COSTS OF SAMPLING, WASTE PROFILING AND TREATABILITY STUDIES IF ANY.
- iv) THE ESTIMATED COST TO THE GOVERNMENT OF ANY REQUIRED PERMITS OR FEES.

9. THE MINIMUM DOLLAR AMOUNT OF EACH CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION IS \$2,500.00. THE OVERALL SHARED MAXIMUM PRICE RESULTING FROM THIS SOLICITATION IS \$26,000,000.00. THE MAXIMUM AGGREGATE DOLLAR VALUE OF ALL TASK ORDERS ISSUED TO ALL CONTRACTORS UNDER THIS SOLICITATION SHALL NOT EXCEED THE MAXIMUM AMOUNT. THE MINIMUM AND MAXIMUM FOR EACH AWARD WILL BE DETERMINED AT THE TIME OF AWARD.

10. THE GOVERNMENT RESERVES THE RIGHT TO OPEN DISCUSSIONS OR PROCEED WITH AWARD WITHOUT OPENING DISCUSSIONS.

11. THE CONTRACTOR'S PROPOSED DISPOSAL RATES SHALL INCLUDE ALL COSTS, WHICH INCLUDE BUT ARE NOT LIMITED TO RECEIPT, DISPOSAL, LONG TERM MONITORING OF MATERIALS RECEIVED, INCIDENTAL TRANSFER OF MATERIALS AT OR NEAR THE DISPOSAL FACILITY, APPLICABLE TAXES, AND COSTS INVOLVED IN RETURN OF CONVEYANCES IN ACCORDANCE WITH THE SCOPE OF WORK.

12. THE GOVERNMENT OR IT'S AUTHORIZED REPRESENTATIVE SHALL BE ENTITLED TO INSPECT DISPOSAL SITES AFTER RECEIPT OF WASTE BY THE SITE.

13. CONTRACTORS ARE REQUIRED TO SUBMIT ALL INFORMATION THAT SHOWS THEY OWN OR OPERATE THE DISPOSAL SITE AND HOLD THE APPROPRIATE PERMITS, LICENSES AND COMPLY WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL RULES, LAWS AND REGULATIONS FOR EACH LINE ITEM THAT IS BEING QUOTED. IF A LICENSE OR PERMIT APPLIES TO MORE THAN ONE LINE ITEM, THE CONTRACTOR IS REPOSNSIBLE FOR CLARIFYING THIS IN THEIR PROPOSAL.

14. A SUBCONTRACTING PLAN IS ALSO REQUIRED (SEE SECTION L).

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS <u>CATEGORIES OF WASTE</u> SECURITY CLASS: Unclassified				

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Name of Offeror or Contractor:

LIST OF VARIOUS CATEGORIES OF WASTE
COMPETITIVE DISPOSAL SOW
PROJECT NUMBER USA 2005-076

Request a proposal for the categories listed below, please annotate Not Applicable (NA) for categories that do not apply. Volumes will be determined on a weight/density basis or by a licensed surveyor. NOTE: The unit prices are divided by method of delivery - delivery via truck and delivery via rail.

Item	DESCRIPTION	Units	UNIT PRICE	
0001	Naturally Occurring Rad Material (NORM) Waste Stream			
0001AA	Bulk Soil vol.	CY	\$_____/truck	\$_____/rail
0001AB	Intermodal Soil	CY	\$_____/truck	\$_____/rail
0001AC	Containerized Soil	CY	\$_____/truck	\$_____/rail
0001AD	Debris	CY	\$_____/truck	\$_____/rail
0001AE	Non Conforming Waste Handling for Excess Moisture Content	CY	\$_____/truck	\$_____/rail
0002	NORM with Hazardous Waste			
0002AA	Bulk Soil	CY	\$_____/truck	\$_____/rail
0002AB	Intermodal Soil	CY	\$_____/truck	\$_____/rail
0002AC	Containerized soil	CY	\$_____/truck	\$_____/rail
0002AD	Debris	CY	\$_____/truck	\$_____/rail
0002AE	Non Conforming Waste Handling for Excess Moisture Content	CY	\$_____/truck	\$_____/rail
0003	11(e)2 Waste Stream			
0003AA	Bulk soil	CY	\$_____/truck	\$_____/rail
0003AB	Intermodal Soil	CY	\$_____/truck	\$_____/rail
0003AC	Containerized Soil	CY	\$_____/truck	\$_____/rail
0003AD	Debris	CY	\$_____/truck	\$_____/rail
0003AE	Non-Conforming Waste Handling for Excess Moisture Content	CY	\$_____/truck	\$_____/rail
0004	Low Activity Radioactive Material			
0004AA	Bulk Soil	CY	\$_____/truck	\$_____/rail
0004AB	Intermodal Soil	CY	\$_____/truck	\$_____/rail

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0004AC	Containerized Soil	CY	\$_____/truck	\$_____/rail
0004AD	Debris	CY	\$_____/truck	\$_____/rail
0004AE	Non-Conforming Waste Handling for Excess Moisture Content	CY	\$_____/truck	\$_____/rail
0005	91(b) Material			
0005AA	Bulk Soil	CY	\$_____/truck	\$_____/rail
0005AB	Intermodal Soil	CY	\$_____/truck	\$_____/rail
0005AC	Containerized Soil	CY	\$_____/truck	\$_____/rail
0005AD	Debris	CY	\$_____/truck	\$_____/rail
0005AE	Non-Conforming Waste Handling For Excess Moisture Content	CY	\$_____/truck	\$_____/rail
0006	Mixed Waste Treatment and Disposal			
0006AA	Bulk Soil	CY	\$_____/truck	\$_____/rail
0006AB	Intermodal Soil	CY	\$_____/truck	\$_____/rail
0006AC	Containerized Soil	CY	\$_____/truck	\$_____/rail
0006AD	Debris	CY	\$_____/truck	\$_____/rail
0006AE	Non-Conforming Waste Handling For Excess Moisture Content	CY	\$_____/truck	\$_____/rail
0007	Mixed Waste Disposal			
0007AA	Bulk Soil	CY	\$_____/truck	\$_____/rail
0007AB	Intermodal Soil	CY	\$_____/truck	\$_____/rail
0007AC	Containerized Soil	CY	\$_____/truck	\$_____/rail
0007AD	Debris	CY	\$_____/truck	\$_____/rail
0007AE	Non-Conforming Waste Handling For Excess Moisture Content	CY	\$_____/truck	\$_____/rail
0008	EXTRANEIOUS COSTS			
0008AA	Treatability Study	EA	\$_____/truck	\$_____/rail

*** END OF NARRATIVE B 001 ***

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SCOPE OF WORK
Multi-Award Waste Disposal Contract
Project Number USA 2005-076

1. BACKGROUND: This scope of work is for the receipt, treatment and/or disposal of Department of Defense (DOD) and other Federal agency waste within the various categories listed in Section B. The U.S. Army Headquarters, Army Sustainment Command (ASC), DOD Executive Agent for LLRW, or their agent, will manage the preparation and shipment of waste materials. The waste will primarily consist of, but is not limited to, contaminated building materials, soils, debris and laboratory trash.

2. REGULATORY CONCERNS: The contractor shall provide for the permanent and safe disposal of low-level radioactive and mixed waste contaminated soil and debris. All project activities must comply with all applicable local, state and federal rules, laws and regulations. This includes the Low Level radioactive waste Policy Act of 1980 as amended. In 1980, Congress passed the Act. This legislation gives states the responsibility to provide for disposal of commercial low level radioactive waste and encourages states to form interstate agreements, or compacts to cooperatively implement the law. The federal legislation of 1980, and the subsequent Low Level Rad Waste Policy Amendments Act of 1985, was endorsed by the Governors of the 50 states. The contractor shall have all licenses and/or permits from federal, compact, state, and local authorities as required to dispose of the waste. The contractor shall comply with the Defense Appropriations Act as it pertains to the use of ozone depleting substances. The contractor, in performing the efforts defined in the scope of work, shall in no way construe the Government direction as supporting, suggesting, or directing the use of ozone depleting substances. The contractor shall be owner or operator of the disposal site.

3. COORDINATION: The disposal contractor shall coordinate all project activities and shall address any questions concerning radioactive waste to the DOD Executive Agent for LLRW. The Government points of contact, unless otherwise specified in a particular task or task order, are:

AMSJM-SF (Mr. David Horton/Mr. Kelly Crooks/Ms. Melody Massa)
1 Rock Island Arsenal
Rock Island, IL 61299-6500
(309) 782-(1759/0338/1805)
DSN 793-(1759/0338/1805)
Facsimile (309) 782-2988
E-mail address: David.R.Horton@us.army.mil or Kelly.Crooks@us.army.mil or
Melody.A.Massa@us.army.mil

4. TASKS:

4.1. DISPOSAL. Waste shipments will arrive by lined rail or lined/unlined commercial truck in roll off, intermodal, metal boxes, super sacks or drum containers. Roll-off and intermodal containers will be lined. The contractor shall receive the shipments, treat as necessary in preparation for disposal, and dispose of the materials in a properly licensed or permitted burial facility.

4.2. RETURNING CONTAINERS. The contractor shall return roll off and intermodal bins and rail cars at a return to service level following the DOT 49 CFR 173.443 limits. The contractor in bidding on this proposal shall indicate the amount of time in calendar days they require after receipt of a container to release the container. If the contractor fails to meet the turnaround time, the contractor shall be liable for fully burdened demurrage charges equal to the amount charged the Government.

5. COORDINATION:

5.1. AUTHORIZED MATERIAL SHIPMENTS. The Government will only ship material authorized for burial by the contractor's license and/or permit and waste acceptance criteria and only after written authorization from the contractor.

5.2. PREPARATION OF SHIPMENTS AND PERMITS. The government, or its contracted agents, will prepare the shipments, conduct necessary sampling, obtain permits and obtain authorization to ship and transport the waste to the disposal facility.

6. BIDDING CONSIDERATION. The contractor may propose different rates depending on the method of delivery, rail or commercial truck, for all categories of waste in the attached List of Various Categories of Waste for which they wish to be considered.

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7. INVOICES: After the performance or during the performance (extended project) of the work associated with the Scope of Work, the contractor shall provide invoice(s) to the Procuring Contracting Officer for approval. Contractor(s) shall invoice only for work performed. Contractor(s) shall state on the invoice, a brief explanation of work invoiced for and when the work was done (period of performance). Failure to provide this brief explanation and period of performance will result in nonpayment of the invoice(s). The contractor shall include the contract number and the task order on the invoice.

The invoices shall show cumulative cubic yards and dollars invoiced for the task order under this contract.

The contractor shall include with invoices, signed manifests showing receipt of the material and disposal certificate(s) listing applicable manifests and the disposal dates for the material.

Mixed waste can be invoiced at 25% upon receipt and the balance upon treatment and disposal. All invoices for receipt of mixed waste shall include a copy of the shipment manifest with a signature showing receipt of the waste.

8. DELIVERABLES: The contractor shall supply HQ, AFSC with a monthly report (due by the 10th calendar day of the month for the previous month) containing the following information for each manifest they receive with subtotals for each project:

- a. Generator (AFSC assigned project number)
- b. Manifest number
- c. Volume received
- d. Date received
- e. Date disposed
- f. Activity (if available)

Provide AFSC (paragraph 3) with a written acknowledgement of receipt and certification of disposal of each government shipment received. The facility shall identify shipment discrepancies associated with any DOD shipment to AFSC (paragraph 3) within three working days of receipt.

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SECTION D - PACKAGING AND MARKING
Packaging requirements are in accordance with all applicable local, state, and federal rules, laws and regulations.

*** END OF NARRATIVE D 001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(End of Clause)

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-4	INSPECTION OF SERVICES-FIXED PRICE	AUG/1996

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

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(FA7001)

Transportation will be in accordance with all applicable local, state, and federal rules, laws and regulations.

*** END OF NARRATIVE F 001 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

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(HA7001)

	Regulatory Cite	Title	Date
H-1	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-2	252.211-7003 DFARS	ITEM IDENTIFICATION AND VALUATION	JUN/2005
(a) Definitions. As used in this clause			

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Governments unit acquisition cost means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit

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cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid_types.html.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) DoD unique item identification or DoD recognized unique identification equivalents.
- (1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for
 - (i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more; and
 - (ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number	Item Description

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- (iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number __N/A__.
- (2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.
- (3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that
- (i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:
- (A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
- (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
- (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the solution is approved by ISO/IEC JTC1 SC 31. The DD format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and
- (ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.
- (4) DoD unique item identification and DoD recognized unique identification equivalents.
- (i) The Contractor shall
- (A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and
- (B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.
- (ii) The issuing agency code
- (A) Shall not be placed on the item; and
- (B) Shall be derived from the data qualifier for the enterprise identifier.
- (d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:
- (1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number.
- (6) Lot or batch number.
- (7) Current part number (if not the same as the original part number).
- (8) Current part number effective date.
- (9) Serial number.

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(10) Governments unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number.**

(7) Lot or batch number.**

(8) Current part number (if not the same as the original part number).**

(9) Current part number effective date.**

(10) Serial number.**

(11) Unit of measure.

(12) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

(HA6001)

H-3 52.242-4591 CONTRACTOR PERFORMANCE INFORMATION DEC/2005

The successful offeror/bidder under this solicitation is advised that after contract award its performance under this contract will be subject to an assessment(s) in accordance with FAR 42.15 and AFARS 5142.1503-90. The Army Past Performance Management System (PPIMS) will be used to maintain the performance report(s) generated on this contract. The rating system to be used in this assessment shall be as follows:

Exceptional (Dark Blue) Performance meets contractual requirements and exceeds many to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good (Purple) Performance meets contractual requirements and exceeds some to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory (Green) Performance meets contractual requirements. The contractual performance of the element or sub element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal (Yellow) Performance does not meet some contractual requirements. The contractual performance of the element or

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sub element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractors proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory (Red) Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub element contains serious problem(s) for which the contractors corrective actions appear or were ineffective.

The evaluation procedures to be used in this assessment, which include coordination with the contractor, are detailed in AFARS 5142.1503-90.

(End of clause)

(HS7015)

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL/2006
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN/2005
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-16	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUL/2005
I-17	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-18	52.222-6	DAVIS-BACON ACT	JUL/2005
I-19	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-20	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-21	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-22	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-23	52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC/2004
I-24	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-25	52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-26	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-27	52.232-1	PAYMENTS	APR/1984
I-28	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-29	52.232-11	EXTRAS	APR/1984
I-30	52.232-17	INTEREST	JUN/1996
I-31	52.232-25	PROMPT PAYMENT	OCT/2003
I-32	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-33	52.233-1	DISPUTES	JUL/2002
I-34	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-35	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-36	52.242-13	BANKRUPTCY	JUL/1995
I-37	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-38	52.243-1	CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE I	APR/1984
I-39	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-40	52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB/1997
I-41	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-42	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-43	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-44	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-45	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-46	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-47	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
I-48	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-49	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS	APR/1996

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	DFARS	SUBCONTRACTING PLAN (DOD CONTRACTS)	
I-50	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
	DFARS		
I-51	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
I-52	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
I-53	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by individuals or activities designated in the Schedule. Such orders may be issued for a period not to exceed five (5) years after the date of award of an IDIQ contract.

(End of clause)

(IF6088)

I-54	52.216-19	ORDER LIMITATIONS	OCT/1995
(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.			
(b) Maximum order. The Contractor is not obligated to honor -			
(1) Any order for a single item in excess of N/A;			
(2) Any order for a combination of items in excess of \$26,000,000.00; or			
(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.			
(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.			
(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 CALENDAR days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.			

(End of clause)

(IF6089)

I-55	52.222-49	SERVICE CONTRACT ACT - PLACE OF PERFORMANCE UNKNOWN	MAY/1989
(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: None to date			

The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing within 10 days from the issuance date of the solicitation.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

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(IF6500)

I-56 52.243-7 NOTIFICATION OF CHANGES APR/1984

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- 6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or 4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the

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work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

(IF6250)

I-57 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-58 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT MAR/1998
DFARS

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(End of clause)

(IA7035)

I-59 52.201-4500 AUTHORITY OF GOVERNMENT REPRESENTATIVE FEB/1993
LOCAL

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other

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groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

I-60 52.216-4592 TASK AND DELIVERY ORDER OMBUDSMAN MAR/2006
LOCAL

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors regarding fair opportunity to be considered for task and/or delivery orders under multiple award contracts. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the contracting officer, source selection official or program manager. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings).

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the appointed task and delivery order ombudsman [Mr. Gregory A. Kwinski, HQ, Army Field Support Command, ATTN: AMSFS-GC/Kwinski, Rock Island, IL, 61299, Telephone: (309)782- 3584, Facsimile: (309)782- 8469, E-Mail: greg.kwinski@us.army.mil].

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of clause)

(IS7080)

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>
The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	SEP/2004

K-3 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS JAN/2006
(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _562211_____
[insert NAICS code].

(2) The small business size standard is _500_____ [insert size standard].
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[] (i) Paragraph (c) applies.
[] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

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(KF6006)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

All offerors are required to submit a subcontracting plan in accordance with FAR 19.7804-4 along with their solicitations.

Award will be made to the lowest price technically acceptable offeror(s). In order to be technically acceptable, offerors must own or operate the disposal site and hold the appropriate permits, licenses, and comply with all applicable local, state, and federal rules, laws, and regulations. The IDIQ awards will be made simultaneously with the first Task Order on each award. The awardee on each Task Order will be determined by the best overall price to the Government.

Contractors are required to submit all information that shows they own or operate the disposal site and hold the appropriate permits, licenses and comply with all applicable local, state and federal rules, laws and regulations for each line item that is being quoted. If a license or permit applies to more than one line item, the contractor is responsible for clarifying this in their proposal.

*** END OF NARRATIVE L 001 ***

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402. (LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)	JAN/2006
L-3	52.216-27	SINGLE OR MULTIPLE AWARDS	OCT/1995

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

(LF6036)

L-4	52.233-2	SERVICE OF PROTEST	AUG/1996
(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Helen Gonzales.			

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

(LF6021)

L-5	52.211-4510 AMC	PARTNERING	AUG/2001
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(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the government, the

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contractor, and its major subcontractors engage in the Partnering process.

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(b) Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between government and industry to work cooperatively as a Team to identify and resolve problems and facilitates contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

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(c) After contract award, the government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

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(d) The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

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(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering Process, as well as the principles and procedures set forth in the AMC Partnering Guide. The principal government representatives for this effort will be MS Helen T. Gonzales, Procuring Contracting Officer.

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(End of provision)

(LM6100)

L-6 AMC AMC-LEVEL PROTEST PROGRAM MAR/2006

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Rd. Room 2-1SE3401
Ft. Belvoir, VA 22060-5527
Facsimile number (703) 806-8866 or 8875

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protestlink.htm

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-level Protest Procedures.

(End of provision)

(LM7010)

L-7 52.215-4583 DISCLOSURE OF UNIT PRICES FEB/2004
LOCAL

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification

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pursuant to Executive Order 12600.

(End of provision)

(LS7001)

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SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

EVALUATION CRITERIA

Award will be made to the lowest price technically acceptable offeror(s). In order to be technically acceptable, offerors must own or operate the disposal site and hold the appropriate permits, licenses, and comply with all applicable local, state, and federal rules, laws, and regulations. The IDIQ awards will be made simultaneously with the first Task Order on each award. The awardee on each Task Order will be determined by the best overall price to the Government.

SELECTION OF DISPOSAL SITE: The government, in making their selection of the disposal site for a particular waste stream, will consider the following items:

- a) Waste Acceptance Criteria (WAC): The government will make a determination based on the particular waste stream which disposal site(s) can accept the waste.
- b) Compact or other regulatory requirements: The government, in their determination of an acceptable disposal site, shall consider compact law, NRC regulations and any other applicable laws, statutes or regulations to determine technical acceptability.
- c) Total Cost: The government shall make their determination of the disposal site based on the lowest overall total cost for disposal at acceptable disposal sites. In order to determine the lowest overall cost of disposal the following items will be considered:
 - i) Cost for disposal based on the volume or weight and the disposal site cost on contract.
 - ii) The estimated transportation cost to include any specific requirements or conditions for a particular waste site such as required packaging or estimated demurrage times.
 - iii) The estimated costs of sampling, waste profiling and treatability studies if any.
 - iv) The estimated cost to the government of any required permits or fees.

*** END OF NARRATIVE M 001 ***